



North Dakota Housing Stability

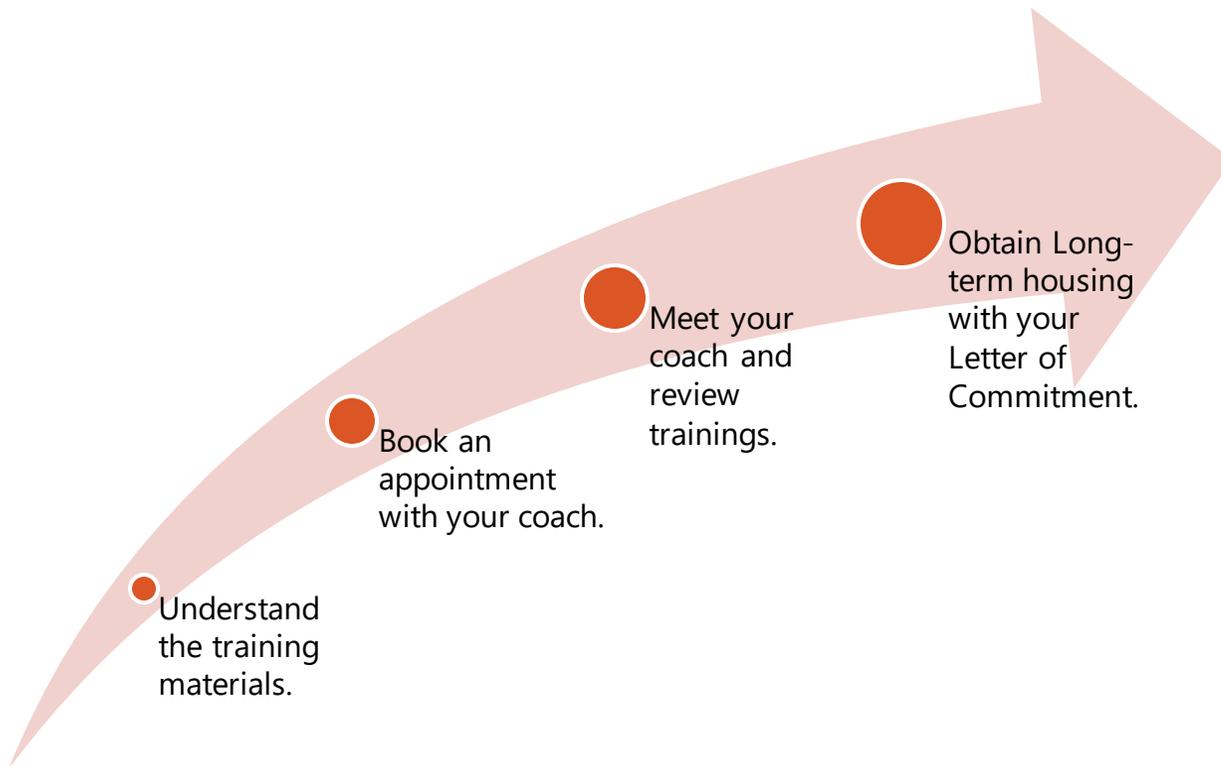
August 2023



Health & Human Services

Objectives

Please refer to the trainings provided during your coaching session and as you search for housing.



By the conclusion of this training, you will be able to answer the following questions with your Housing Stability Coach:

1. What is a Letter of Commitment?
2. What do you do if your Letter of Commitment expires before you find housing?
3. Rent limits change from county to county and by the number of people you included in your application. What should you do if your household size changes?
4. What should you do if you plan to find housing in a different county than what is stated on your Letter of Commitment?
5. Explain what would happen if your total rent amount or deposit is over what is stated on your Letter of Commitment?
6. What is a separate dwelling?
7. Why is it important that you find housing that is a separate dwelling?
8. What are the requirements to be approved for Single Room Occupancy?
9. When applying for housing, what should you discuss with the Housing Provider upfront?
10. What is a Letter of Commitment Reference Number?
11. When should you provide the Housing Provider with that number?
12. What if the Housing Provider does not accept Rent Help?

What is a Letter of Commitment (LOC)?



A letter of commitment confirms that a renter has applied and is determined eligible for assistance under ND Housing Stability.

Rent, fees, and security deposit are eligible for payment as long as it stays within the guidelines and limits of the letter of commitment and requested on a ledger.

The renter must enter a rental agreement that meets all requirements stated in the letter of commitment.

A letter of commitment is limited to a single use with one specific housing provider. Once the reference number associated with the LOC has been utilized, its validity becomes void for any other housing provider.

North Dakota Housing Stabilization Program
Letter of Commitment for Rental Assistance

TO: Prospective Housing Provider

FROM: Nikki Aden
ND Housing Stability Director

Renter Name: Gronk zzzPats
Letter of Commitment Reference Number: NDHS-7230502
Date Issued: 2023-08-21
Expiration Date: 2023-11-19

Dear Housing Provider,

This Letter of Commitment is written in favor of **Gronk zzzPats** hereafter known as "Renter", to confirm that Renter has applied for and been determined eligible for assistance under the ND Housing Stabilization Program (hereafter known as "State").

The Renter must be matched with a rental arrangement that is appropriate for their household size and in accordance with ND Housing Stabilization Program rent limits. Any lease agreement made outside of the parameters listed below for this renter, will not be approved for payment.

- **Maximum Total Amount of Monthly Rent (including any additional fees such as Renter's insurance, garage fees, pet fees, etc.):** \$1,411.00
- **Valid Only in The County of:** Burleigh

Upon the submission of a payment request application to the State via the [ND Housing Stabilization Portal](#) and provision of a verifiable rental arrangement that is within the approved limits stated above, the State will provide payment to the housing provider who is identified in both the lease and the payment request application. Payment can include unpaid security deposits, application fees, rent, and additional rental fees as outlined in the lease.

Note:

- Lease arrangements that do not follow the rent limit listed above may not be approved for payment
- This Letter of Commitment is valid 90 days from the date of issuance
- A payment request must be submitted to the State prior to the expiration date listed above
- ND Housing Stability assistance is available to Renter for a period of **up to 3 months based ongoing household eligibility and available funding.**

Example Letter of Commitment:

ATTENTION: This Letter of Commitment will not be accepted without the Housing Providers Signature, Email, Phone Number, and (Optional) Last 4 numbers of your Supplier ID Number.

Housing Provider Name: Last 4 of Supplier ID [Optional]:
Housing Provider Telephone Number: Housing Provider Email:
Housing Provider Signature: Date:

Housing Providers, by providing your signature, you acknowledge that the rent amount does not exceed the rent limit stated, and that you have reviewed and agree with the terms on Pg 4 Attachment B. This document, the lease and a ledger must be signed and uploaded at the time you match with your applicant.

If you have questions about this letter of commitment, you can contact dhsrb@nd.gov or call 701-328-1907 for more information. As soon as State receives confirmation that a valid housing agreement has been executed, we will work with you to verify your account in the ND Rent Help system, to assure timely and consistent payment.

Attachment B: NDRH Letter of Commitment Rules of Use

Lease agreements between a housing provider and renter must fall within the limits as indicated in the renter's Letter of Commitment.

Lease agreements that exceed the rent limits as indicated in the renter's Letter of Commitment may not be approved for assistance payments.

The total monthly rent obligation of a lease agreement reached using the Letter of Commitment shall not exceed the rent amounts that are publicly advertised by the housing provider for the same, or similar units.

The State expectation is that the total monthly rent obligation of a lease agreement reached using the Letter of Commitment shall not exceed the average monthly rent that is being charged to renters in similar units that have been leased within the last 6 months.

A housing provider and renter must not enter into more than one lease agreement per unit, per household, per lease term. Only one lease is allowable and must meet the bedroom requirements and not exceed the rent limits as indicated in the renter's Letter of Commitment.

NDRH will issue payments directly to the housing provider after there is a lease agreement signed by all parties, the renter has provided the lease agreement to the program and a payment request for all move-in charges is completed by the housing provider within 21 days.

The renter must be allowed to move into the apartment on the same day the lease term starts, regardless of NDRH payment status. Preventing a renter from entering a rental after the lease term has started is prohibited.

Leases must contain verbiage indicating eviction protection for the renter in accordance with State Law (see NDCC 47-32-01 to 47-32-04).

Housing Providers: During the months that NDRH has paid the rent, if you require assistance or need support to help maintain a positive provider/renter relationship or have not received payments that the renter may be responsible for, please call 701-328-1907 and ask to leave a message for the Housing Provider Outreach Staff.



• **LOC example cont.**

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Attachment A: Rental Home Size per Household Size and Rent Limits by County Charts

Guidelines
Number of Bedrooms/Number of Household Members

NUMBER OF BEDROOMS	NUMBER OF PEOPLE	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

NDRH Rent Limits-Letter of Commitment
Effective as of July 2023

	EFFICIENCY	1 BR	2 BR	3 BR	4 BR
ADAMS	837	897	1077	1244	1388
BARNES	871	933	1120	1293	1443
BENSON	837	897	1077	1244	1388
BILLINGS	976	1045	1256	1450	1617
BOYD	861	976	1110	1281	1430
BOWMAN	911	976	1171	1353	1510
BURKE	968	1037	1245	1438	1603
BURLEIGH	951	1018	1222	1411	1575
CASS	911	976	1171	1353	1510
CAVALIER	863	925	1110	1281	1430
DICKEY	837	897	1077	1244	1388
DIVIDE	926	992	1188	1375	1535
DUNN	1001	1072	1286	1486	1657
EDDY	837	897	1077	1244	1388
EMMONS	837	897	1077	1244	1388
FOSTER	890	958	1148	1321	1473
GOLDEN VALLEY	863	925	1110	1281	1430
GRAND FORKS	837	897	1077	1244	1388
GRANT	837	897	1077	1244	1388
GRIGGS	837	897	1077	1244	1388
HETTINGER	837	897	1077	1244	1388
KIDDER	837	897	1077	1244	1388
LAMOUR	837	897	1077	1244	1388
LOGAN	837	897	1077	1244	1388
MCHENRY	872	934	1121	1295	1445
MCINTOSH	837	897	1077	1244	1388

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	EFFICIENCY	1 BR	2 BR	3 BR	4 BR
MCKENZIE	898	963	1156	1335	1490
MCLEAN	846	906	1088	1257	1402
MERCER	971	1040	1248	1441	1608
MORTON	951	1018	1222	1411	1575
MOUNTRAIL	881	944	1133	1309	1461
NELSON	838	898	1078	1245	1390
OLIVER	951	1018	1222	1411	1575
PENNINGTON	837	897	1077	1244	1388
PIERCE	858	920	1103	1275	1422
RAMSEY	837	897	1077	1244	1388
RANSOM	852	913	1095	1265	1411
RENVILLE	868	930	1116	1290	1438
RICHLAND	845	905	1086	1255	1400
ROLETTE	837	897	1077	1244	1388
SARGENT	857	918	1102	1273	1420
SHERIDAN	837	897	1077	1244	1388
SIOUX	837	897	1077	1244	1388
SLOPE	837	897	1077	1244	1388
STARK	960	1028	1233	1425	1590
STEELE	890	953	1143	1321	1473
STUTSMAN	837	897	1077	1244	1388
TOWNER	837	897	1077	1244	1388
TRAIL	896	960	1151	1330	1483
WALSH	837	897	1077	1244	1388
WARD	837	897	1077	1244	1388
WELLS	843	904	1085	1253	1398

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Expiration of the Letter of Commitment (LOC)



The letter of commitment is valid for 90-days from the date your application was conditionally approved. The expiration date is listed on the letter of commitment.



Effort to find long-term stable housing should be made during these 90-days.



If you are not able to find long-term stable housing within the 90-day period, please contact your Housing Stability Coach. You will need to re-certify to re-determine eligibility.



Rent Limit



You must find a rental arrangement that is appropriate for your household size and in accordance with the rent limit listed on the letter of commitment. The security deposit must not exceed the amount of one month's rent.



The combined total monthly fees plus the base rent that is requested by your housing provider cannot exceed the limit of your Letter of Commitment. Any lease outside of these parameters listed may not be approved for payment.



The original rent amount cannot exceed the LOC limit even if you are receiving other assistance, like a voucher.



Paying the difference between over the limit rent and the rent limit is prohibited. Any lease outside of these parameters listed may not be approved for payment.



The rent limit is determined by household size and the county indicated on your initial ND Housing Stability application.

-If your household size or county change, please contact the call center or your Housing Stability Coach.

Households

What is a household?

A household refers to a person or a group of persons who occupy the same dwelling in a primary residence.

What if my Housing Provider lives in the same building?

Household dwellings must be separate. This means a private entry, separate sleeping, bathroom, and cooking facilities intended for domestic use.

What if my household size changes?

If you become pregnant, have children not listed staying with you for any amount of time, or need to add an adult household member, contact your Housing Stability Coach immediately.

Can I rent a room only?

ND Housing Stability is not able to assist with subleasing arrangements, room rentals, temporary housing, or motels. Single room occupancies may be considered if criteria is met.



What is a Separate Dwelling?

The premises must be designed for occupancy for residential purposes by one household with a separate:

- ✓ Sleeping area.
- ✓ Kitchen or kitchenette and bathroom facilities for the exclusive use of your family.
- ✓ Separate entrances.
- ✓ Locks on all windows and doors.
- ✓ Working appliances, heating, and plumbing.

It is important to know renting the lower half of a home, a basement, or any other dwelling that is accessible by another household is prohibited. The other households must have their own entrance.

What is a Single Room Occupancy?

- Hotel/Motel, Sober Living
- A single room dwelling units designed for occupancy by one person
- May or may not contain separate bathroom or kitchen space
- May be rented on a long- or short-term basis
- These **may be considered** if:
 - ✓ They meet criteria as a separate dwelling,
 - ✓ The household size is one
 - ✓ The lease must contain eviction protections for the renter in accordance with ND State Law.

Housing Provider Responsibilities

Operate within Century Code (NDCC 47-19 Leasing of a Real Property)

Ensure the lease violations will be handled in accordance with ND State Law.

Ensure that the lease amount does not exceed the rent limits indicated on the LOC.

Ensure that the renter receives a copy of the fully executed lease and ledger.

The total monthly rent obligation shall not exceed the average monthly rent charged for the same or similar units.

Allow the renter to move into the apartment on the same day the lease term starts regardless of payment status.

Enter into no more than one lease agreement per unit, per household, per lease term.

Complete a housing provider payment request within 21 days of the renter submission.

Topics of discussion with your housing provider:

1. Let them know you have been approved for the limit listed on your LOC. Do they or are they willing to participate in the ND Housing Stability program?
2. Is the unit fit for your household and is the rent amount under the LOC limit? The rent amount should be the amount as advertised.
3. What is included in rent and what are the renters' responsibilities?

Required Documents



Housing Provider Information

- Individual/Company name
- Mailing Address
- Email address
- Phone Number



Lease

- **All pages-** *The lease needs to be clear and readable when uploaded.*
- **Signature page with housing provider and tenant signatures**
- **Valid ND Lease**
- **Valid ID**



Ledger

- **Itemized**
- **Showing paid and unpaid application fees, security deposit, rent and any other rental related expenses.**



Letter of Commitment

- **Reference number is entered by the housing provider in their portal**
- -OR-
- **Filled out by housing provider if they do not accept ND Housing Stability payments directly.**

Additional Information



Adherence to rules of use is required, or non-payment may occur.

Rent will be issued for 3 months if approved.

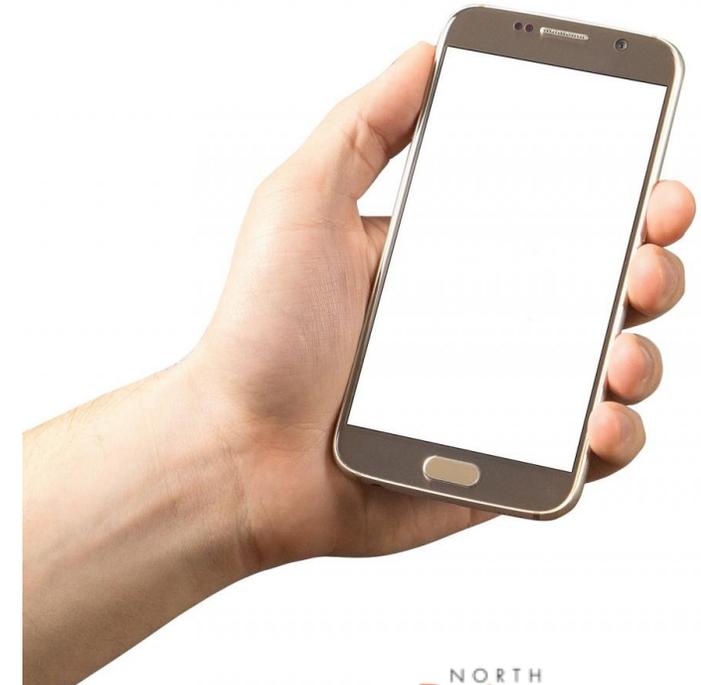
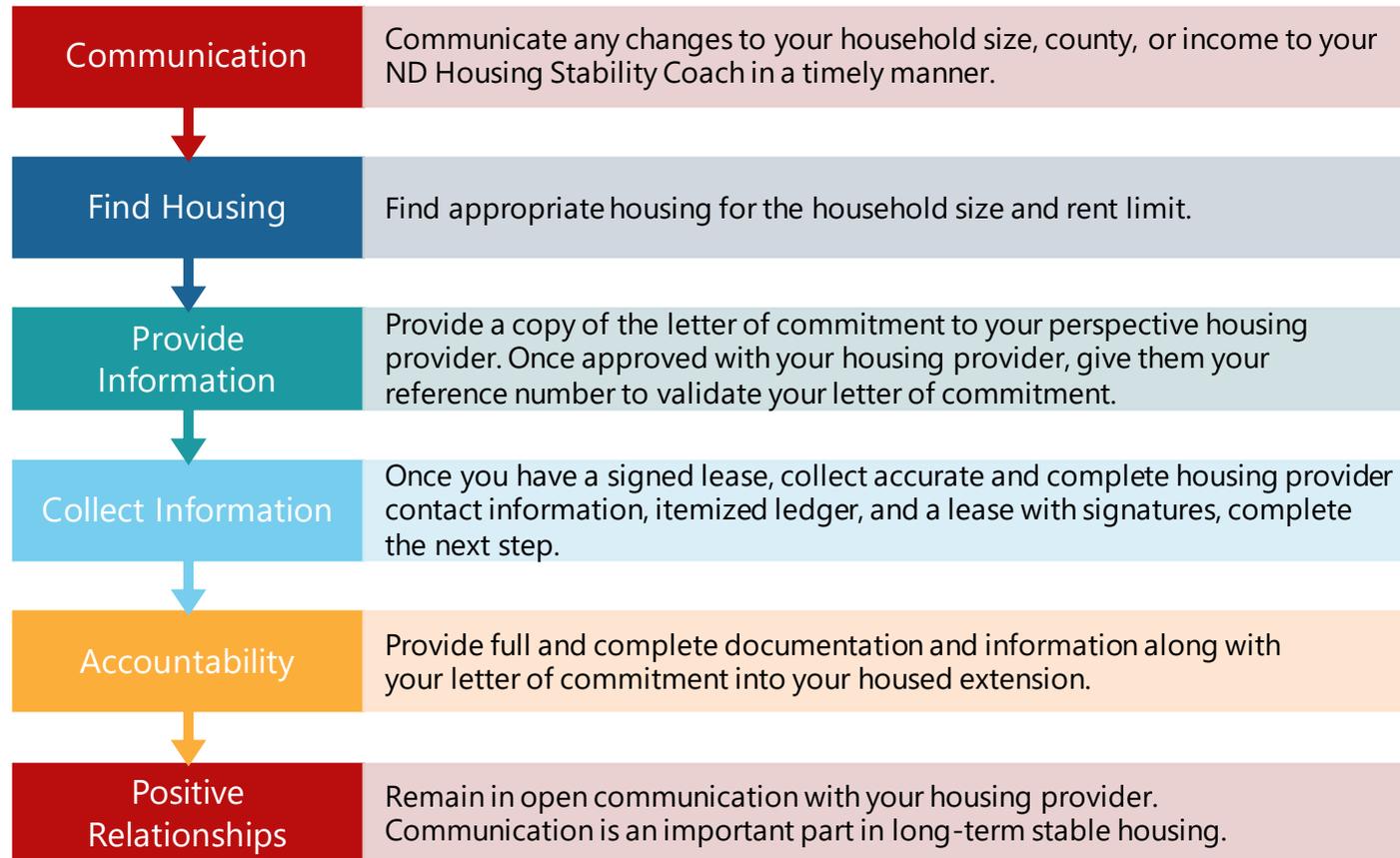
Renter direct payments may happen if the housing provider is unwilling or unable to request payment. It is required that the letter of commitment is signed by the housing provider if this occurs.

If renter direct payment is made, the renter is required to pay all funds to the housing provider as intended and in a timely manner or risk losing assistance.

The LOC reference number is a "1 time use only" tracking number the housing provider will need to validate the letter of commitment. This reference number will be used if the housing provider is willing to participate with the program.

A letter of commitment is considered used once a housing provider validates the reference number in their portal or signs the letter of commitment.

Renter's Responsibilities



Continued Support



Renters are responsible for completing all tasks given by their ND Housing Stability Coach in a timely fashion to ensure continued long-term housing stability and continued support.



Keep all documentation like denials, notices, correspondence, ledger, lease, or any other documents received for your records.



Housing denial letters or correspondence are needed by ND Housing Stability if any barriers to housing are present.



Set up a meeting with your coach or contact the call center for continued support during your search for housing.



ND Health & Human Services

ND Housing Stability



Call Center

DHSERB@nd.gov - 701-328-1907

Monday – Friday 8 am – 5 pm